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TO RUEHC/SECSTATE WASHDC PRIORITY 8064
INFO RUEHRI/AMCONSUL RIO DE JANEIRO 3846
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RUEHRG/AMCONSUL RECIFE 6217
RUEANAT/NASA HQ WASHDC

UNCLAS SECTION 01 OF 03 BRASILIA 000239

SIPDIS

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STATE FOR OES/SCT FECHAVARIA AND LBLANCAS; WHA/BPOPP
STATE PLEASE PASS TO GLOBE OFFICE FOR TKENNEDY
STATE PLEASE PASS TO NASA FOR MMOORE

E.O. 12958: N/A

TAGS: [SENV](#) [KGLB](#) [TBIO](#) [KSCA](#) [OSCI](#) [BR](#)
SUBJECT: BRAZIL GLOBE ACCORD CLEARANCE

REF: BRASILIA 94

11. (U) This is an action request; please see paragraph

12. (U) On February 5, 2007, SCI officer spoke with Rachel Trajber, Coordinator of Environmental Education for the Brazilian Ministry of Education (MEC) and Brazil's future GLOBE country coordinator. Trajber said that MEC would prefer to hold a GLOBE signing ceremony (and related press event) as soon as possible in anticipation of the country-wide GLOBE launch and teacher training seminar in April 12007. Trajber indicated that MEC would like for Ambassador Sobel to sign the GLOBE agreement on behalf of the USG. NASA International Programs Specialist, Michael Moore, also recently informed Post that NASA would prefer that Ambassador Sobel sign the GLOBE accord.

13. (U) Post has received NASA clearance on the GLOBE agreement language below. Post requests clearance on the same from OES and for Ambassador Sobel to sign the GLOBE accord with Brazil on behalf of the USG. The text of the GLOBE agreement for review and clearance follows (a second version in Portuguese which was translated at the Foreign Service Institute's Office of Language Services has been sent to OES/SCT):

"Agreement between the National Aeronautics and Space Administration of the United States of America and the Continued Education, Literacy and Diversity Secretariat of the Ministry of Education of the Federal Republic of Brazil for Cooperation in the GLOBE Program

The GLOBE Program is an international environmental science and education program that brings students, teachers, and scientists together to study the global environment. GLOBE has created an international network of students at primary, middle and secondary school levels studying environmental issues, making environmental measurements, and sharing useful environmental data with one another and the international science community.

The National Aeronautics and Space Administration (NASA) of the United States of America, and the Continued Education, Literacy and Diversity Secretariat of the Ministry of Education (SECAD/MEC) of the Federal Republic of Brazil (hereinafter referred to as "the Parties"):

Intending to increase the awareness of students throughout the world about the global environment;

Seeking to contribute to increased scientific understanding of the Earth; and

Desiring to support improved student achievement in science and mathematics

Have agreed to cooperate in the Global Learning and Observations to Benefit the Environment (GLOBE) Program as follows:

ARTICLE 1
RESPECTIVE RESPONSIBILITIES

NASA will use reasonable efforts to carry out the following responsibilities:

1. Coordinate U.S. Government participation in the GLOBE Program, on behalf of relevant U.S. Government Agencies;
2. Identify U.S. schools that will participate in the GLOBE Program;
3. Select, in consultation with international scientists and educators, the GLOBE environmental measurements and define specifications for measurement equipment;
4. Coordinate with the National Science Foundation (NSF) all activities related to new and existing GLOBE environmental measurements;
5. Develop, in consultation with international scientists and educators, GLOBE educational materials;
6. Translate GLOBE instructional materials related to measurement procedures and data reporting protocols into the six United Nations languages, and provide a copy of these plus all broader GLOBE educational materials to the Brazilian Party for further reproduction as necessary;
7. Conduct regional training sessions for GLOBE Country Coordinators and GLOBE teachers who will serve as trainers for additional GLOBE

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teachers in Brazil;

8. Design, develop, operate, and maintain GLOBE data processing capabilities and other necessary technology and equipment;
9. Provide GLOBE software, as necessary, for use on Brazil's GLOBE school computers (to the extent possible, textual material appearing on computer screens will be accessible in the student's choice among the six United Nations languages);
10. Accept environmental data reported from GLOBE schools around the world, and develop and provide resultant global environmental images to the Brazilian Party; and
11. Evaluate the overall GLOBE Program periodically, in consultation with international GLOBE Country Coordinators, and modify the overall program as appropriate.

SECAD/MEC will use reasonable efforts to carry out the following responsibilities:

1. Identify schools in Brazil that will participate in the GLOBE Program and provide an updated list of Brazil's GLOBE schools to the U.S. Party at the beginning of each school year;
2. Ensure that Brazil's GLOBE schools conduct the fundamental activities of GLOBE schools (take GLOBE environmental measurements, report data, and receive and use resultant global environmental images, using GLOBE educational materials under the guidance of teachers trained to conduct the GLOBE Program);
3. Name a Brazilian Government Point of Contact responsible for policy-level communications with the Director of the GLOBE Program;
4. Name a Country Coordinator responsible for day-to-day management, oversight, and facilitation of the GLOBE Program in Brazil;
5. Ensure that the Country Coordinator and some GLOBE teachers attend GLOBE regional training and in turn provide GLOBE training to at least one teacher in each Brazil GLOBE school;

¶6. Ensure that GLOBE instructional materials related to measurement procedures and data reporting protocols are utilized in Brazil's GLOBE schools, and that broader GLOBE educational materials are appropriately translated, adapted, reproduced, and distributed to all Brazil's GLOBE schools;

¶7. Ensure that the measurement equipment used by GLOBE schools to take GLOBE environmental measurements meets GLOBE specifications;

¶8. Ensure that teachers and students at Brazil's GLOBE schools calibrate GLOBE measurement equipment according to procedures provided in GLOBE instructional materials;

¶9. Ensure that Brazil's GLOBE schools have the necessary computer and communications systems to allow Internet/World Wide Web access in order to report GLOBE environmental measurements and to receive and use GLOBE environmental images; if such computer and communications systems are not available in Brazil's schools, make agreed alternative arrangements for such reporting and receipt (at a minimum, the Brazilian Country Coordinator will need access to the Internet so that all measurement data from Brazil's GLOBE schools will be reported via Internet); and

¶10. Evaluate GLOBE operations in Brazil periodically and assist the U.S. Party in conducting periodic evaluation of the overall GLOBE Program.

ARTICLE 2 FINANCIAL ARRANGEMENTS

The Parties will bear the costs of fulfilling their respective responsibilities under this Agreement. Obligations of the Parties pursuant to this Agreement are subject to their respective funding procedures and the availability of appropriated funds.

The conduct of activities under this Agreement will be consistent with the relevant laws and regulations of the United States and Brazil.

ARTICLE 3 EXCHANGE OF DATA AND GOODS

GLOBE environmental measurement data, global environmental images, software, and educational materials will be available worldwide to the extent possible without restriction as to their use or

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redistribution.

ARTICLE 4 RELEASE OF INFORMATION ABOUT THE GLOBE PROGRAM

The Parties may freely release information on the GLOBE Program as deemed appropriate without prior consultation.

ARTICLE 5 CUSTOMS AND IMMIGRATION

In accordance with its laws and regulations, each party shall facilitate free customs clearance and waiver of all applicable customs duties and taxes for equipment and related goods necessary for the implementation of this agreement. In the event that any customs duties or taxes of any kind are nonetheless levied on such equipment and related goods, such customs duties or taxes shall be borne by the Party of the country levying such customs duties or taxes. The Parties' obligation to ensure duty-free entry and exit of equipment and related goods is fully reciprocal. Also, each of the Parties shall facilitate the movement of persons necessary to comply with this agreement into and out of its territory, subject to its laws and regulations.

ARTICLE 6 INVENTION AND PATENT RIGHTS

Nothing in the agreement will be construed as granting or implying

any rights to, or interest in, patents or inventions of the Parties or their contractors or subcontractors.

ARTICLE 7
CONSULTATIONS/SETTLEMENT OF DISPUTES

The Parties will consult promptly with each other on all issues involving interpretation or implementation of this agreement.

ARTICLE 8
LIABILITY

Neither Party will make any claim against the other, its employees, a related entity of the other, or employees of the other's related entities for injury to or death of its own employees or employees of its related entities, or for damage of any kind to or loss of its own property or that of its related entities arising out of activities under this Agreement whether such injury death, damage or loss arises through negligence or otherwise, except in the case of willful misconduct.

ARTICLE 9
DURATION, TERMINATION AND AMENDMENT

This Agreement will enter into force upon the date of signature and will remain in force for five years. It will be automatically extended for further five-year periods. This Agreement may be terminated at any time by either of the Parties upon at least three months written notice to the other of intent to terminate. This Agreement may be amended at any time by written agreement of the Parties.

This Agreement, in two copies, is done in the English and Portuguese languages, both texts being equally authentic.

For the National Aeronautics and Space Administration - NASA

For the Continued Education, Literacy and Diversity Secretary of the Ministry of Education

Date Date"

SOBEL